

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	PS323 Digital Function People Capability
THE BUYER:	Defence Digital
BUYER ADDRESS	Defence Digital, Strategic Command, Commercial Spur B2, Building 405, Westwells Road, MoD Corsham, Wiltshire, SN13 9NR
THE SUPPLIER:	Korn Ferry (UK) Ltd.
SUPPLIER ADDRESS:	Ryder Court, 14 Ryder Street, London, England, SW1Y 6QB
REGISTRATION NUMBER:	Company number 00763575

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **20 December 2023**.

It's issued under the Framework Contract with the reference number RM6187 for the provision of a Digital Function People Capability.

CALL-OFF LOT

Lot 5: HR

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)

6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is -

- (i) specified in this Contract or
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.

Special Term 2: The supplier will be required to complete the majority of this work remotely from their own premises. All personnel must be SC cleared.

Special Term 3: Risk Assessment Ref: **640820260**. Cyber Risk Profile: Moderate. Supplier has completed Supplier Assurance Questionnaire.

Special Term 4: Supplier acknowledges and conforms to Security Aspects Letter **[Security Aspects Letter (PS323 Digital Function People Capability).docx]** dated 18 December 2023

Special Term 5:



Special Term 6: The Authority reserves the right to terminate for convenience at the sole discretion of the Authority upon giving 28-days prior notice at any point during the contract term at no charge to the Authority.

Call-off start date: 08 January 2024

Call-off expiry date: 31 March 2024

Call-off initial period: 3 Months

Call-Off Optional Extension Period: None

Call-off deliverables:

See details in Appendix 1 (Call-Off Specification) and Call-Off Schedule 20 (Call-Off Specification)

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627.

No Deliverable Quality Plan is required DEFCON 602B.

Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

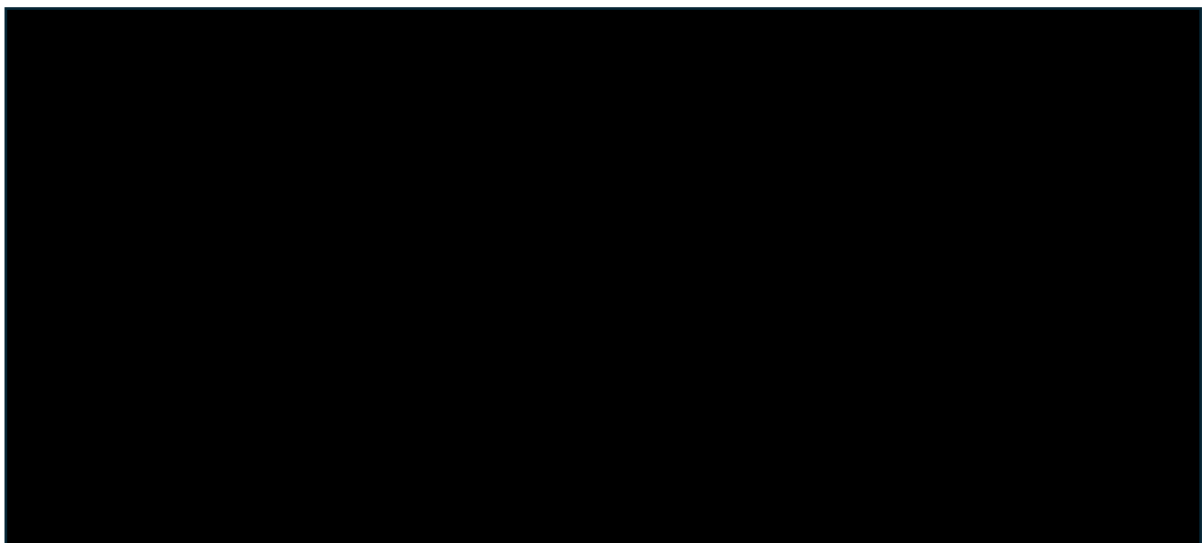
Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The estimated charges used to calculate liability in the initial period is [REDACTED]

Call-off charges Firm Price: £598,430 (ex VAT)



Reimbursable expenses

None.

Payment method

The payment method of this Call-Off Contract is by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier onboarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

Buyer's invoice address

Electronically via Exostar/CP&F. The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

Supplier's authorised representative

[REDACTED]

Ryder Court, 14 Ryder Street, London SW1Y 6QB, United Kingdom

Supplier's contract manager

[REDACTED]

Ryder Court, 14 Ryder Street, London SW1Y 6QB, United Kingdom

Progress report frequency

As set out in section 3 of Appendix A of this Call Off Order Form

Progress meeting frequency

As set out in section 3 of Appendix A of this Call Off Order Form

Commercially sensitive information

Access to CP&F and commercial procurement documentation including bidder responses.

Additional insurances

Not applicable

Guarantee

Not applicable

Social value commitment

As set out in supplier's admission onto the MCF3 Framework Agreement (RM6187).

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a CallOff Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature:

[Redacted Signature]

Name:

[Redacted Name]

Role:

[Redacted Role]

Date: 20 December 2023

For and on behalf of the Buyer:

Signature:

[Redacted Signature]

Name:

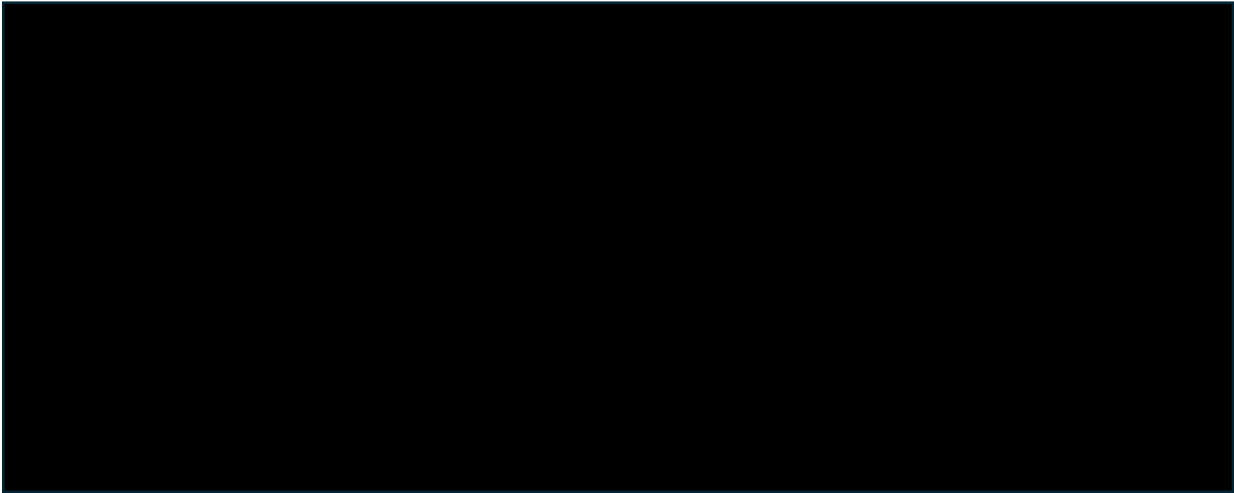
[Redacted Name]

Role:

[Redacted Role]

Date: 20 December 2023

Appendix 1



The estimated breakdown per resource is as follows:

Resource Type	Name	Total Days
[Redacted Table Content]		

Note: Supplier may replace or include other consultants, as needed, to assist in the provision of the Services.

4. Location and T&S

- 4.1. The Supplier will be required to complete the majority of this work remotely from their own premises. All personnel must be SC cleared.
- 4.2. Travel and subsistence will be limited to essential requirements in UK. Travel to and from duty station is at the Supplier's own cost.